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DEBORAH COOPER, Clerk-Recorder



DOC - 2022-0008768

Friday, Jan 14, 2022 07:56

SB2 Fee: \$75.00

Total Paid: \$113.00

Receipt #: 202200006793

19 - eRecording Partners Network LLC

210 / CPPC / 1-8

WHEN RECORDED MAIL TO:

Pacific Service CU
P.O. Box 8191
Walnut Creek, CA 94596-8191

71022-00009-DA

Loan Originator: Debbie Crowson
Loan Originator Identifying Number: 1873370

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST

41

THIS DEED OF TRUST CONTAINS A DUE-ON-SALE PROVISION AND SECURES INDEBTEDNESS UNDER A NOTE/CREDIT AGREEMENT WHICH PROVIDES FOR A REVOLVING LINE OF CREDIT AGREEMENT OR AN OPTION TO CONVERT TO A REVOLVING LINE OF CREDIT AGREEMENT AND MAY CONTAIN A VARIABLE RATE OF INTEREST.

THIS DEED OF TRUST is made on January 10, 2022, between Kimberly Austin, an unmarried woman (herein "Borrower"), *whose address is 1910 Gilrady Dr. Concord CA 94518*, First American Title Insurance Company, A California Corporation, herein "Trustee", and PACIFIC SERVICE CREDIT UNION a corporation organized and existing under the laws of THE STATE OF CALIFORNIA, whose address is 3000 Clayton Road, Concord, CA 94519 (herein "Lender").

IN CONSIDERATION of the indebtedness herein recited and the trust herein created; TO SECURE to Lender:

1. The repayment of all indebtedness due and to become due under the terms and conditions of the PrimeLine Home Equity Line of Credit Open End Variable Rate Note and Federal Disclosure Statement for loans secured by Real Estate and/or Note and Federal Disclosure for loans secured by Real Estate executed by the Borrower on January 10, 2022 (the "Note"), and all renewals, extensions, and modifications of the Note. Lender has agreed to make advances to Borrower under the terms of the Credit Agreement, which advances may be of a revolving nature and may be made, repaid and remade from time to time. Borrower and Lender contemplate one or more advances to be secured by this Deed of Trust. However, the total outstanding principal balance owing at any one time under the Note (not including finance charges thereon at a rate which may vary from time to time under the Note) shall not exceed **\$109,000.00**. That sum is referred to herein as the Maximum Principal Balance and referred to in the Note as the Credit Limit. The entire indebtedness under the Note, if not paid sooner, is due and payable 25 years from the date of this Deed of Trust.
2. The payment of all other sums advanced in accordance herewith to protect the security of this Deed of Trust, with finance charges thereon at a rate which may vary as described in the Note.
3. The performance of the covenants and agreements of Borrower herein contained;

BORROWER irrevocably grants and conveys to Trustee, in trust, with power of sale, the following property located in the County of Contra Costa, State of California:

LOT 9, AS SHOWN ON THE MAP ENTITLED, "ORCHARD GROVE ESTATES, CONTRA COSTA COUNTY, CALIFORNIA", FILED ON AUGUST 31, 1950 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, IN BOOK 41 OF MAPS, AT PAGE 47. APN:147-381-017-2

Which has the address of 1910 Gilrady Drive Concord, California 94518, (herein "Property Address"); TOGETHER with all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures, all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust, and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, and that the Property is unencumbered, except for the encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

Borrower and Lender covenant and agree as follows:

See Attached Rider

1. Payment of Principal, Finance Charges and Other Charges. Borrower shall promptly pay when due all amounts borrowed under the Note, all finance charges and applicable other charges and collection costs as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law, Lender, at Lender's option, may require Borrower to pay to Lender on the day monthly payments of principal and finance charges are payable under the Note, until all sums secured by this Deed of Trust are paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional Lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments: Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, second, (in the order Lender chooses) to any finance charges, other charges and collection costs owing, and third, to the principal balance under the Note.

4. Prior Mortgages and Deeds of Trust; Charges; Liens: Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Except to the extent that any such charges or impositions are to be paid to Lender under paragraph 2, Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any. Within five days after demand by Lender, Borrower shall submit to Lender receipts showing that all amounts due under this paragraph have been paid when due.

5. Hazard Insurance: Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", floods and such other hazards as Lender may require and in such amounts and for such periods as Lender may require. Unless Lender in writing requires otherwise or if inconsistent with applicable law, the policy shall provide insurance on a replacement cost basis in an amount not less than that necessary to comply with any coinsurance percentage stipulated in the hazard insurance policy, and the amount of coverage shall be no less than the Maximum Principal Balance plus the full amount of any lien which has priority over this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

If Borrower fails to obtain and maintain adequate required insurance, Lender may obtain this insurance and add its cost to Borrower's loan principal balance and Borrower agrees to pay for it. Any amount spent by Lender for insurance will be added to the unpaid principal balance of the loan and will accrue finance charges. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than

was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained by Lender might significantly exceed the cost of insurance that Borrower could have obtained.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. All insurance proceeds are hereby assigned to Lender and shall be paid to Lender to the extent of all sums secured by this Deed of Trust, subject to the terms of any mortgage, deed of trust or security agreement with a lien which has priority over this Deed of Trust. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restore or repair the Property, if it is economically feasible to do so.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments: Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and the constituent documents.

7. Protection of Lender's Security: If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. Any amounts disbursed by Lender pursuant to this paragraph 7, with finance charges thereon, at the rate provided in the Note, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder. Any action taken by Lender under this paragraph shall not cure any breach Borrower may have committed of any covenant or agreement under this Deed of Trust. Borrower agrees that Lender is subrogated to all rights and remedies of any prior lienholder, to the extent of any payment by Lender to such lienholder.

8. Inspection: Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

9. Condemnation: The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, to the extent of any indebtedness under the Note, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over the Deed of Trust.

10. Borrower Not Released: Forbearance by Lender Not a Waiver: Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers: The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 21 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Deed of Trust, but does not execute the Note, (a) is co-signing this Deed of Trust only to grant and convey that Borrower's interest in the Property to Trustee under the terms of this Deed of Trust, (b) is not personally liable under the Note or under this Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear or make any other accommodations or amendments with regard to this Deed of Trust or the Note, without that Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Property.

12. Notice: Except for any notice required under applicable law to be given in another manner (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower or the Property at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender, in care of Lender's Servicing Agent ("Agent"), **Pacific Service Credit Union, Attn: Loan Services, P.O. Box 8191, Walnut Creek, CA 94596-8191** or to such other address as Lender or Agent may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability: The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without conflicting provision, and to this end the provisions of this Deed of Trust and the Note are declared to be severable. As used herein, "costs" "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Prior Mortgage or Deed of Trust; Modification; Future Advance: Borrower shall not enter into any agreement with the holder of any mortgage, deed of trust or other security agreement which has priority over this Deed of Trust by which that security agreement is modified, amended, extended or renewed, without the prior written consent of the Lender. Borrower shall neither request nor accept any future advance under a prior mortgage, deed of trust, or other security agreement without the prior written consent of Lender.

15. Borrower's Copy: Borrower shall be furnished a copy of the Note and a conformed copy of this Deed of Trust at the time of execution or after recordation thereof.

16. Rehabilitation Loan Agreement: Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower may enter into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

17. Waiver of Homestead Exemption: To the extent permitted by law, Borrower hereby waives the benefit of the homestead exemption as to all sums secured by this Deed of Trust.

18. Waiver of Statutes of Limitation: Borrower hereby waives, to the full extent permitted by law, statutes of limitation as a defense to any demand or obligation secured by this Deed of Trust.

19. Merger: There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

20. Notice of Transfer of the Property; Advances after Transfer: Borrower shall give notice to Lender, as provided in paragraph 12 hereof, prior to any sale or transfer of all or part of the Property or any rights in the Property. Any person to whom all or part of the Property or any right in the Property is sold or transferred also shall be obligated to give notice to Lender, as provided in paragraph 12 hereof, promptly after such transfer. Even if Borrower transfers the Property, Borrower will continue to be obligated under the Note and this Deed of Trust unless Lender releases Borrower in writing. As a condition to Lender's consent to any proposed transfer or as a condition to the release of Borrower, Lender may require that the person to whom the property is transferred sign an assumption agreement satisfactory to Lender and Lender may impose an assumption fee. The assumption agreement will not entitle the person signing it to receive advances under the Note.

21. Transfer of the Property: Subject to applicable law, Lender shall have the right to accelerate, that is, to demand immediate payment in full of all sums secured by this Mortgage or Deed of Trust, if Borrower, without the written consent of Lender, sells or transfers all or part of the Property or any rights in the Property. If Lender exercises the option to accelerate, Lender shall give Borrower notice of acceleration in accordance with paragraph 12 hereof. The notice shall provide a period of not less than 30 days from the date of the notice within which Borrower may pay the sums declared due. If Borrower fails to pay those sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 22 hereof.

22. Default; Termination and Acceleration; Remedies: Each of the following events shall constitute an event of default ("event of default") under this Deed of Trust: (1) Borrower commits fraud or makes a material misrepresentation in connection with this Deed of Trust or the Note; (2) Borrower does not meet the repayment terms of the Note; or (3) Borrower's action or inaction adversely affects the Lender's rights in the Property secured by this Deed of Trust. If an event of default occurs, then prior to exercising any right or remedy provided for in this Deed of Trust and prior to acceleration, Lender shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the event of default; (2) the action required to cure such event of default; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such event of default must be cured; and (4) that failure to cure such event of default on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. If the event of default is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred pursuing the remedies provided in this paragraph 22, including, but not limited to, reasonable attorneys' fees. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an

event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which the Property or some part thereof is located. Lender or Trustee shall mail copies of such notice in the manner prescribed by law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the lapse of such time as may be required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the property at any sale.

Trustee shall deliver to the purchaser a Trustee's deed conveying the property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs of title, evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.


23. Borrower's Right to Reinstate: Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, due to Borrower's default, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to five days before sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust and the Note had no acceleration occurred; (b) Borrower cures the event of default; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, and in enforcing Lender's and Trustee's remedies as provided in paragraph 22 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

24. Reconveyance: This Deed of Trust secures a Note which may include a revolving line of credit under which advances may be made, repaid, and remade from time to time, under the terms of the Note. When Borrower (1) has paid all sums secured by this Deed of Trust and (2) has requested that the revolving line of credit (if any) be cancelled, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and the Note to the Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled thereto. To the extent permitted by law, Lender may charge Borrower a fee for such reconveyance and require Borrower to pay costs of recordation, if any.

25. Substitute Trustee: Lender, at Lender's option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the County where the Property is recorded and the name and address of the successor trustee. The successor trustee shall, without conveyance of the Property, succeed to all the title, powers and duties conferred upon the Trustee herein and by applicable law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

26. Statement of Obligation: Lender may collect a fee not to exceed \$50 for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

EACH BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND EACH BORROWER AGREES TO ITS TERMS.

*  _____ Date 1-12-22 _____ Date
Kimberly Austin _____ Date _____ Date

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Contra Costa

On 1/12/22, before me Viviana Navarette, a Notary Public,

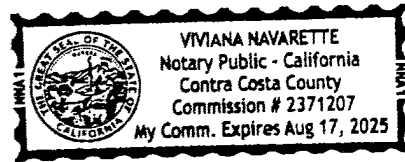
personally appeared Kimberly Austin, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

This area for Official Notary Seal

WITNESS my hand and official seal

Signature *[Handwritten Signature]*



PACIFIC SERVICE CREDIT UNION

PRIMELINE HOME EQUITY LINE OF CREDIT RIDER TO DEED OF TRUST

NOTICE: THIS DOCUMENT CONTAINS PROVISIONS FOR A VARIABLE ANNUAL PERCENTAGE (INTEREST) RATE.

In this Rider to Deed of Trust ("Rider") the words I, Me and My mean each and all of those who sign the PrimeLine Open End Variable Rate Note and Federal Disclosure Statement (herein "Note") The words You, Your and Yours mean PACIFIC SERVICE CREDIT UNION. The word Account means the real estate secured line of credit account in the amount of the credit limit which you will establish for me pursuant to the Note.

Payment: I promise to repay you at your office all sums advanced to me or any person I permit to use the Account on the terms and at the rates set forth herein. Payments will continue until I have paid in full the unpaid balance, FINANCE CHARGES and any other charges. If my ANNUAL PERCENTAGE RATE is changed pursuant to the provisions set forth below, the Minimum Monthly Payment amounts required to repay the unpaid balance will be affected accordingly. I understand that each payment is applied first to late charges, if any, and other charges, if any, then to FINANCE CHARGES and then to the unpaid balance.

Periodic Rate: The initial daily periodic rate used in calculating the FINANCE CHARGE is the daily periodic rate set forth in the Note (initial ANNUAL PERCENTAGE RATE set forth in the Note). The daily periodic rate is determined by dividing the ANNUAL PERCENTAGE RATE by 365 and will change when the ANNUAL PERCENTAGE RATE changes. The ANNUAL PERCENTAGE RATE imposed under this Note does not include costs other than interest.

When FINANCE CHARGE Is Imposed: The FINANCE CHARGE begins on the date each advance is posted to my Account.

How to Determine the Balance on Which My FINANCE CHARGE Is Computed: You will figure the FINANCE CHARGE on my Account by applying the daily periodic rate to the unpaid balance of my Account. To get the unpaid balance, you will take the ending balance of my Account each day, after adding any new advances and subtracting any payments or credits. This gives you the unpaid balance.

How You Determine My Total FINANCE CHARGE: Each time I make a payment on my Account (or from the date of my first advance on a new Account), you will multiply the unpaid balance by the applicable daily periodic rates (in effect at the time), and multiply that result by the number of days since the date of the last payment (or from the date of the first advance on a new Account). When advances are added to the loan, the FINANCE CHARGE is computed on the unpaid balance from the date of the last payment or advance (or from the date of the first advance on a new Account) to the date of the additional advance, then on the total unpaid balance to the date of the next payment or advance. This determines my total periodic FINANCE CHARGE for the billing cycle. Actual FINANCE CHARGE is shown on a periodic statement delivered to me.

How You Determine Changes In My ANNUAL PERCENTAGE RATE: The ANNUAL PERCENTAGE RATE may increase or decrease on a monthly basis during the term of the Note. Any such change will be based on an increase or decrease in the "Index". The Index is the Prime Rate as published in the print edition of the Wall Street Journal on the first business day of each month. In the event that the Index ceases to be published, changes in the ANNUAL PERCENTAGE RATE will be related to a comparable Index as permitted under the Change of Terms paragraph set forth below.

My ANNUAL PERCENTAGE RATE is determined on each monthly Adjustment Date the first business day of that same month rounded up to the nearest .01%. The Index in effect as of the date of the Note is set forth in the Note. You may waive an increase in the ANNUAL PERCENTAGE RATE when such an increase can be made, but such a waiver shall not be construed as a waiver of your right to increase the ANNUAL PERCENTAGE RATE at a future date when entitled to do so.

My ANNUAL PERCENTAGE RATE is subject to change every month on the 20th of each month. These dates shall be known as "Adjustment Dates". The Index in effect on the first business day of each month shall be used to calculate the ANNUAL PERCENTAGE RATE change effective the 20th of the same month. The maximum ANNUAL PERCENTAGE RATE during the term of the Note is set forth in the Note, except that the maximum may not exceed the maximum ANNUAL PERCENTAGE RATE permitted California chartered credit unions at the time of each Adjustment Date. There are no monthly or annual "caps" on changes in the ANNUAL PERCENTAGE RATE during the term of the Note. Decreases in the ANNUAL PERCENTAGE RATE in accordance with the terms of the Note are mandatory. Increases in the ANNUAL PERCENTAGE RATE in accordance with the terms of the Note are at your discretion. Any increase or decrease in the ANNUAL PERCENTAGE RATE will result in changes in the Minimum Monthly Payment amounts required to repay the unpaid balance.

Index and ANNUAL PERCENTAGE RATE Change Notice: Written notice of a change in the Index and ANNUAL PERCENTAGE RATE will be provided on each periodic statement. This notice shall state: (a) the New ANNUAL PERCENTAGE RATE; (b) the New Index; (c) the change, if any, in the Minimum Monthly Payment; and (d) the effective date of


such change.

One Time Conversion Option: At any time during the term of the Note and provided I am not in default, I may exercise a one time option to convert all or any portion of my then existing Account balance to a closed end, fixed rate loan with you at your then-prevailing ANNUAL PERCENTAGE RATE and other terms for such loans. If I exercise this option: (1) I must execute all additional loan or other documents required by you; (2) I understand and agree that my credit limit for this Account will be correspondingly reduced by the dollar amount which is converted to a closed end, fixed rate loan; and (3) I understand and agree that the Deed of Trust which I have given you as security for the Note shall also secure the closed end, fixed rate loan with you.

Mutual Modification: You and I may mutually agree in writing to modify the Note, as permitted by law, including but not limited to an extension of the Draw and/or Repayment Period(s). I understand that if I enter into a Mutual Modification Agreement with you, that I will continue to be subject to the terms and conditions set forth herein, except where specifically modified by the Mutual Modification Agreement. I also understand that I may be required to pay a processing fee not to exceed one percent (1%) of my credit limit under the Note for any costs you incur with regards to the modification including, but not limited to, the costs of title search and report, title insurance and recording fees.

Change of Terms: You may change the terms of the Note as follows: (1) if such change is specifically authorized in the Note; (2) where the Index is no longer available, as permitted by law and/or regulation; (3) where the change will benefit me throughout the remaining term of the Note; (4) where the change is "insignificant"; or (5) as otherwise permitted by law and/or regulation. You will notify me of such a change by mailing a notice of the change to me at my last known address. I also understand that any such notice will be mailed at least fifteen (15) days prior to the effective date of the change or as required by federal or other law. Notice of Change in Terms is required, but may be sent as late as the effective date of the change where the change has been agreed to in writing by me.

This Rider contains only those terms of the Note relating to ANNUAL PERCENTAGE RATE changes. See the Note and the Deed of Trust for complete terms.


1-12-22

 Kimberly Austin Date Date

Date Date